

Exhibit B

CASE NO. CV15-06.431

DECATUR HOSPITAL AUTHORITY,
D/B/A WISE REGIONAL HEALTH
SYSTEM.,

Plaintiff,

v.

AETNA HEALTH INC.,

Defendant.

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IN THE DISTRICT COURT

FOR THE 271st JUDICIAL DISTRICT

WISE COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE DISTRICT COURT JUDGE:

Plaintiff Decatur Hospital Authority d/b/a Wise Regional Health System (the "Hospital") files this its Original Petition and respectfully show the Court as follows:

I. DISCOVERY

1. The Hospital requests that discovery be conducted under Rule 190.4 of the Texas Rules of Civil Procedure (Level 3).

II. PARTIES

2. Plaintiff Decatur Hospital Authority d/b/a Wise Regional Health System is a Texas municipal hospital authority with its primary place of business in Wise County, Texas.

3. Defendant Aetna Health Inc. ("Aetna") is a Texas Corporation with its principal place of business in Houston, Texas. Aetna Health Inc. and its affiliates issue private health insurance policies to individuals who reside in or have obtained healthcare in Texas and has been designated to administer various employee health care plans by the terms of the instrument under which the plan is operated. Defendant may be served with process through its registered agent, CT Corporation, 1999 Bryan Street, Ste. 900, Dallas, TX 75201.

FILED

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JUN 24 2015

PLAINTIFF'S ORIGINAL PETITION—PAGE 1

BRENDA ROWE
DISTRICT CLERK WISE COUNTY, TX
BY DEPUTY

III. JURISDICTION AND VENUE

4. Venue is proper in Wise County under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because it is the county where all or a substantial part of the events or omissions giving rise to the Hospital's claims occurred.

5. In accordance with Texas Rule of Civil Procedure 47(c), the Hospital states that it seeks monetary relief over \$1,000,000.

6. This Court has subject matter jurisdiction because the amount in controversy exceeds the minimum jurisdictional requirements of this Court.

IV. THIS CASE IS NOT REMOVABLE

7. The Hospital does not seek statutory penalties on any claims submitted by the Hospital on behalf of Medicare Advantage participants or beneficiaries. This case is therefore not removable because there is no federal court removal jurisdiction. *See Texas Health Res. v. Aetna Health Inc.*, No. 4:13-CV-1013-A, 2014 WL 553263, slip. op. at *15 (N.D. Tex. Feb. 12, 2014). Accordingly, any attempt by Aetna to remove this lawsuit to federal court would be improper. In the event that Aetna removes this lawsuit to federal court, the Hospital will file a motion to remand and will seek recovery of its attorneys' fees, as allowed by 28 U.S.C. § 1447(c).

V. FACTS

8. The Hospital and Aetna are parties to a Managed Care Agreement (TXNORTMCA 2.1 (11/97)) (the "Agreement") with an effective date of October 1, 1999. The Agreement governs all aspects of the Hospital's treatment of Aetna's members and Aetna's obligation to pay for the Hospital's services. The Hospital has treated Aetna members who are

covered by health benefit plans insured and/or administered by Aetna. The Hospital is an “in-network” provider to Aetna patients pursuant to the terms of the Agreement.

9. Chapters 843 and 1301 of the Texas Insurance Code provide the timeframe under which insurance companies must pay healthcare providers after receipt of clean claims. Texas law required Aetna to pay the Hospital within 30 days of receipt of a clean claim’s electronic submission. Tex. Ins. Code §§ 843.338; 1301.103. Furthermore, Texas law provides for penalties to be paid to healthcare providers for failure by insurance companies like Aetna to pay for claims within the statutorily required deadlines. Tex. Ins. Code §§ 843.342; 1301.137. The Agreement also explicitly requires Aetna to pay the Hospital’s claims within 45 days of receipt of an electronic claim.

10. The Hospital electronically submitted clean claims to Aetna for services that it provided to Aetna’s members. Aetna paid the claims, but did not pay the claims at issue in this lawsuit within the time required by the Agreement and Texas law.

11. The Hospital provided pre-suit notice to Aetna of the claims for which the Hospital believes it is entitled to prompt pay penalties on May 27, 2015. The Hospital has provided a list of the claims at issue to Aetna’s counsel prior to the filing of this Petition.

VI. CLAIMS FOR RELIEF

VIOLATION OF TEXAS INSURANCE CODE (§§ 843.342, 1301.137)

12. Paragraphs 1 through 11 are incorporated by reference.

13. The Hospital participates in Aetna’s provider network under the terms of the Agreement, making the Hospital a preferred provider under Chapter 1301 of the Texas Insurance Code and a participating provider under Chapter 843 of the Texas Insurance Code.

14. The Hospital electronically submitted clean claims to Aetna within the time provided by the Agreement and Texas law.

15. Aetna paid the Hospital's clean claims at issue here, but did not do so within the time required by the Agreement and Texas law. Aetna's failure to pay certain of the Hospital's clean claims within 30 days violates Sections 843.342 and 1301.137 of the Texas Insurance Code. Aetna is therefore required to pay penalties and interest to the Hospital as set forth in those provisions.

16. As a result of Aetna's violation of Chapters 843 and 1301 of the Texas Insurance Code, the Hospital has been forced to incur attorney's fees and expenses to recover the penalties and interest specified above. The Hospital is entitled to recover its attorney's fees pursuant to Sections 843.343 and 1301.108 of the Texas Insurance Code.

17. The Hospital seeks, as a result of Aetna's violations of the Texas Prompt Pay Act found in Chapters 843 and 1301 of the Texas Insurance Code, statutory penalties, statutory interest, attorney's fees and costs.¹

BREACH OF CONTRACT

18. Paragraphs 1 through 17 are incorporated by reference.

19. The Hospital and Aetna entered into the Agreement described above. The Agreement explicitly requires Aetna to pay the Hospital's claims within 45 days of receipt if the Hospital submitted its claims to Aetna electronically.

20. The Hospital has fully complied with the terms of the Agreement by providing covered medical services to Aetna's members and submitting clean claims to Aetna for those

¹ The Hospital does not seek statutory penalties on any claims submitted by the Hospital on behalf of Medicare Advantage participants.

services. Aetna failed to comply with the terms of that Agreement as to certain claims by failing to pay them within 45 days of their electronic submission.

21. The Hospital has suffered damages as a direct result of Aetna's failure to timely pay these claims in accordance with the deadlines included in the Agreement. The Hospital's damages include statutory penalties, statutory interest, attorney's fees, and costs.

ATTORNEY'S FEES

22. Paragraphs 1 through 21 are incorporated herein by reference.

23. The Hospital is entitled to recover its reasonable attorney's fees in connection with Aetna's violations of Texas Prompt Pay laws. Tex. Ins. Code Tex. Ins. Code §§ 843.343, 1301.108. Additionally, the Hospital is entitled to recover its reasonable attorney's fees on its breach of contract claim. Tex. Civ. Prac. & Rem. Code § 38.001(8).

VII. CONDITIONS PRECEDENT

24. All conditions precedent have been performed or have occurred.

VIII. PRAYER FOR RELIEF

FOR THESE REASONS, Plaintiff Decatur Hospital Authority d/b/a Wise Regional Health System respectfully prays that Defendant Aetna Health Inc. be cited to appear and answer this Plaintiff's Original Petition, and that upon final trial and determination thereof, a judgment be entered in favor of the Hospital awarding the Hospital:

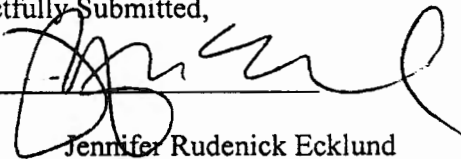
- Statutory penalties and interest under Texas Insurance Code §§ 843.342, 1301.137, and the applicable terms of the Agreement;
- Damages attributable to Aetna's violation of the Agreement;
- Costs and attorney's fees;
- Pre- and post-judgment interest;
- All other penalties and damages allowed by law; and

- Such other and further relief, at law or at equity, to which the Hospital may be justly entitled.

DATED: June 24, 2015

Respectfully Submitted,

By



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AND:

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WILLIAMSON
105 North State Street,
Decatur, Texas 76234
Telephone: (940) 627-8308

COUNSEL FOR PLAINTIFF

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____

COURT (FOR CLERK USE ONLY): _____

STYLED Decatur Hospital Authority d/b/a Wise Regional Hospital v. Aetna Health, Inc.
(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: <u>Derrick S. Boyd</u> Email: <u>dboyd@sbphw.com</u> Address: <u>105 N. State Street, Suite B</u> Telephone: <u>940-627-8308</u> City/State/Zip: <u>Decatur, TX 76234</u> Fax: <u>940-627-8092</u> Signature: <u>[Signature]</u> State Bar No: <u>00790350</u>		Names of parties in case: Plaintiff(s)/Petitioner(s): <u>W R HS</u> Defendant(s)/Respondent(s): <u>Aetna Health, Inc.</u> [Attach additional page as necessary to list all parties]		Person or entity completing sheet is: <input type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____	
2. Indicate case type, or identify the most important issue in the case (select only 1):					
Civil			Family Law		
Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		Other: Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input checked="" type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax: _____		Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			
3. Indicate procedure or remedy, if applicable (may select more than 1):					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
4. Indicate damages sought (do not select if it is a family law case):					
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input checked="" type="checkbox"/> Over \$1,000,000					

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Attorneys at Law

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National Board of Trial Advocacy
** Board Certified - Civil Trial
Texas Board of Legal Specialization
*** Board Certified - Criminal Law
Texas Board of Legal Specialization

June 24, 2015

HAND DELIVERED

Ms. Brenda Rowe
Wise County District Clerk
Wise County Courthouse
Decatur, Texas 76234

Re: *Decatur Hospital Authority d/b/a, Wise Regional Health System v. Aetna Health Inc.*

Dear Ms. Rowe:

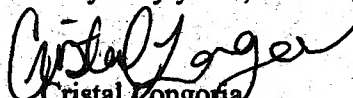
Enclosed herewith, please find original and two copies of the *Plaintiff's Original Petition* in the above referenced cause. Please file the original in the above-referenced cause, and file-mark said copies for return to our office.

We request that you prepare a citation for the following defendant:

Defendant Aetna Health, Inc. may be served on its registered agent as follows: CT Corporation, 1999 Bryan Street, Suite 900, Dallas, Texas 75201

Should you need anything further from our office please do not hesitate to call.

Very truly yours, -


Cristal Longoria
Legal Assistant


/cl
Enclosures

FILED

AM 3:01 PM

JUN 24 2015

www.sbplaw.com

BRENDA ROWE
DISTRICT CLERK-WISE COUNTY, TX
BY  DEPUTY